

ORIGINAL

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 19 2022

By *David S. Cohn*
Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALMA BARRIGA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DUCOMMUN INCORPORATED, a Delaware
corporation; DUCOMMUN
AEROSTRUCTURES, INC., A Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVSB 2028738

*[Assigned for all purposes to the Hon.
David S. Cohn, Dept. S26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: December 19, 2022
Time: 10:00 a.m.
Dept: S26

Action Filed: December 16, 2020
Trial Date: None Set

1 **[PROPOSED] ORDER & JUDGMENT**

2 The Motion of Plaintiff Alma Barriga ("Plaintiff") for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Award, and Attorneys' Fees and Costs ("Final
4 Approval Motion") came on regularly for hearing before this Court on December 19, 2022, at
5 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order granting
6 preliminary approval. Having considered the parties' Stipulation of Settlement ("Settlement
7 Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
10 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
11 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
12 cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and
13 hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:
18 All current and former non-exempt employees who worked for Defendant
19 Ducommun Aerostructures, Inc. in California at any time from December
20 16, 2016 through August 29, 2021 (the "Class Period") and who did not
21 sign an individual settlement and release.

22 3. Plaintiff is hereby confirmed as Class Representative. Haines Law Group, APC is
23 hereby confirmed as Class Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement,
25 which was approved by the Court on July 18, 2022, and the notice process has been completed in
26 conformity with the Settlement. The Court finds that said notice was the best notice practicable
27 under the circumstances. The Class Notice provided due and adequate notice of the proceedings
28 and matters set forth therein, informed Settlement Class members of their rights, and fully
satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of

1 Court 3.769, and due process.

2 5. The Court finds that no Settlement Class member objected to the Settlement, that
3 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
4 the Settlement supports final approval.

5 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
6 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
7 terms.

8 7. For purposes of settlement only, the Court finds that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
13 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
14 interests of the Settlement Class members; (e) a class action is superior to other available methods
15 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
16 counsel for the Class Representative and the Settlement Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
20 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
21 Settlement Awards in conformity with the terms of the Settlement.

22 10. The Court orders that the Gross Settlement Amount of \$935,260.00 shall be
23 deposited by Defendants with the Settlement Administrator, Phoenix Settlement Administrators,
24 within thirty (30) days of the Effective Date.

25 11. The Court finds that an Enhancement Award in the amount of \$7,500.00 to
26 Plaintiff is appropriate for Plaintiff's risks undertaken and her service to the Settlement Class. The
27 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys' fees in the amount of \$311,753.33, and litigation,
2 costs of \$15,985.99 for Class Counsel, are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$7,250.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
10 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after 180 days after they are mailed shall be placed in a *cy pres* fund and awarded to Time For
16 Change.

17 16. As of the date that: (i) the Effective Date occurs and (ii) the settlement is fully
18 funded, Plaintiff and every member of the Settlement Class, will fully release and discharge
19 Defendants and any of Defendants' past or present officers, directors, employees, agents,
20 principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners,
21 investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries,
22 divisions, predecessors, successors, or assigns (collectively, the "Released Parties"), as follows:
23 Settlement Class Members shall release all claims alleged in the Complaint, or which could have
24 been alleged based on the facts alleged in the Complaint, arising from their employment with
25 Ducommun Aerostructures, Inc. during the Class Period, including claims for: (a) failure to pay
26 all overtime wages; (b) meal period violations; (c) rest period violations; (d) wage statement
27 violations; (e) waiting time penalties; and (g) all claims for unfair business practices premised on
28 the above-mentioned violations, including but not limited to alleged violations of California Labor

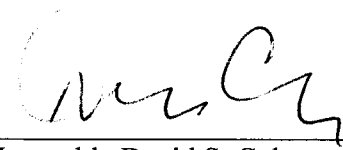
Code sections 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200 *et seq.*, as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies available under the law. In addition, all Settlement Class members who worked for Ducommun Aerostructures, Inc. at any time from December 16, 2019 through August 29, 2021 (the "PAGA Period") shall release Defendants from all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Ducommun Aerostructures, Inc. during the PAGA Period ("PAGA Released Claims").

17. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

18. Plaintiff shall file a disbursement declaration on or before November 3, 2023. A Final Accounting Hearing is hereby set for 12/19, 2023 at 9:00 a.m./p.m.

IT IS SO ORDERED.

Dated: 12/19/23


Honorable David S. Cohn
Judge of the Superior Court